## Community Planning & Development Program Community Infrastructure TERMS OF GRANT AGREEMENT

Grant Number: 08-104

This Agreement is between the **First Alaskans Institute** (hereinafter referred to as "the Institute"), an Alaskan non-profit corporation, with offices located at 606 E Street, Ste. 200, Anchorage, Alaska 99501 (telephone 907- 677-1700), and the following named organization (hereinafter referred to as "the Grantee").

Native Village of Brevig Mission PO BOX 85039 Brevig Mission, AK 99758

Contact: Gilbert Tocktoo, President

Email: tc.kts@kawerak.org

EIN: <u>92-0067117</u> Telephone: 907-642-4301 Facsimile: 907-643-2099

- I. Scope of Work and Project Deliverables: See Attached Proposal
- II. Project Term: April 14<sup>th</sup> 2004 to August31st, 2004
- III. Reporting:
  - A. Interim Report due July 15<sup>th</sup>, 2004 for period ending June 30<sup>th</sup>, 2004
  - <u>B.</u> <u>Final Report</u> At the end of the project term the *Grantee* shall submit a final report on the project in the enclosed designated format. This report is due as follows:
    - September 30<sup>th</sup>, 2004

## IV. Project Evaluation:

The *Grantee* shall provide to the *Institute* pertinent project information as requested, to adequately evaluate the success of the project and overall program, including financial audits and other appropriate information.

## V. Project Funding:

The Institute will provide funding for the amount of \$10,704.62 for the project named Minor Repairs on Youth Center.

The Grantee shall be paid as follows:

- \$5,352.31 Due within ten (10) business days of executing the agreement
- Due within ten (10) business days of receipt of *Request for Funds (Attachment B)* by the *Institute*.

The Grantee shall provide a project match of 1,070.46 as outlined in the attached project proposal, and with the award amount of 10,704.62 for a total project cost of \$11,775.08.

**Unexpended Funds** 

Funds that are not expended or encumbered during the grant period must be returned to the *Institute* unless the *Institute* provides written authorization to extend the award beyond the original end date of the grant.

- VI. The *Grantee* is not an employee of the *Institute*, and accordingly, the *Grantee* shall have sole financial responsibility for any taxes that it may be required to pay for it to conduct business, and neither *Grantee* nor its employees will participate in any of the *Institute's* pension plans, welfare benefit plans or any other fringe benefit plans.
- VII. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska and any legal action arising out of this Agreement shall be commenced only in the federal and state courts located in the State of Alaska.

VII. This Agreement, including the Attachments, constitutes the entire understanding and agreement between the parties, concerning the subject matter hereof. This Agreement shall not be modified, amended, or supplemented except by a written document executed by both parties.

Carrie Irwin Brown, Senior Vice President

Dated First Alaskans Institute

Signed <u>Jelest Jocean</u> Gilbert Tocktoo, President

Dated 4/19/04 Native Village of Brevig Mission

## **Award Attachment Certification Page**

By your acceptance of the Financial Assistance funds provided by the Denali Commission and the First Alaskans Institute, you hereby agree to the same terms and conditions of the Denali Commission award number 0018-DC-1999-E4. In a recent review by an independent audit firm, it was noted that there was not a certification of the terms and conditions by our sub-awardees. It is imperative that we receive your acknowledgement of the following compliance issues, the original signed certification will be maintained in your award file.

By signing below, the sub-awardee agrees to comply with the following:

- Special Award Conditions and Attachments
- Line Item Budget
- 15 CFR part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations www.access.gpo.gov/nara/cfrr/waisidz 99/15cfr14 99.html
- OMB circular A-122, Cost Principles for Nonprofit Organizations www.whitehouse.gov/OMB/circulars/a122/a122.html
- OMB circular A-133, Audits www.whitehouse.gov/OMB/circulars/a133/a133.html
- EDA Standard Terms and Conditions Capacity Building Programs http://www.osec.doc.gov/eda/HTML/1e\_leg\_reg.htm
- Department of Commerce Financial Assistance Standard Terms and Conditions.
   Dated 10/98 <a href="http://www.osec.doc.gov/oebam/standards.htm">http://www.osec.doc.gov/oebam/standards.htm</a>
- Cost Share Contribution in the amount of \$1070.46, 10% or greater of the award

Community Planning and Development Program

Minor Repairs on Youth Center Native Village of Brevig Mission PO BOX 85039 Brevig Mission, AK 99758

Gilbert Tocktou SIGNING OFFICER (PRINTED NAME)

Signing Officer (SIGNATURE)